

This Collective Agreement

Is between

McAra Printing

- and -

UNIFOR LOCAL 191

BINDERY

From: November 16, 2015

To: November 16, 2018

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DEFINITIONS

1. A Journeyman is one who has completed the term of years of apprenticeship required in the classification of the trade in which he has been engaged.
2. An Apprentice is one who is learning his trade.
3. The masculine gender as hereinafter referred to is deemed to mean masculine or feminine gender.
4. A committee composed of members of UNIFOR LOCAL 191, and Management (equal representation) to continue in existence in order to resolve any difficulties which may arise out of the system of Classifications.

ARTICLE 1: ARTICLES OF AGREEMENT

1.01 It is hereby agreed by and between McARA PRINTING of the City of Calgary, hereinafter known as the Company and UNIFOR LOCAL 191, hereinafter known as the Union, as follows:

ARTICLE 2: RECOGNITION

2.01 The Company recognizes UNIFOR LOCAL 191 as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment or other conditions of employment for all employees performing work described in the Jurisdiction Article of this contract.

2.02 The Company agrees that during the term hereof and during any negotiations for the renewal or extension hereof or for any successor contract hereto, it will not sign any contract nor make any written agreement of any kind with any other union relating to any jobs or work covered and described in the Jurisdiction Article of this contract.

2.03 No individual employment contracts, conflicting with this Agreement shall be entered into unless by consent of both parties hereto.

ARTICLE 3: JURISDICTION

3.01 This Agreement applies to and governs the employment of all Bindery Employees engaged in the production, methods or techniques of binding and finishing.

3.02 Where existing or new machines, processes or hand operations are affixed to, added to, or physically or functionally integrated with any of the machines, processes or hand operations as outlined in Article 14.01, employees covered hereby shall operate the added, affixed, or integrated machines, processes or hand operations.

ARTICLE 4: MANAGEMENT PREROGATIVE

4.01 The Company retains the right to manage its business, to make all decisions, and to take whatever action it deems necessary in connection therewith, except as subjected to the provisions of this contract.

ARTICLE 5: UNION SHOP

5.01 The Company agrees that none but members of UNIFOR LOCAL191, in good standing and actively engaged in the trade, shall be employed in the Bindery Department of the Company under the Jurisdiction of the Union.

5.02 The Company agrees to inform each new employee for a position that he or she will be required to join the Union.

5.03 The Company agrees that all employees of the Bindery Department of the Company covered by this Agreement and hired on or after its execution date, shall, on or before the thirtieth (30) day following the beginning of such employment become and remain members in good standing in the Union.

5.04 Any employee who fails to become a member of the Union as herein provided or to whom membership is denied because of his failure to tender initiation fees, dues or assessments, then within twenty (20) days after written notice from the Union, the Company shall discharge such employee, provided satisfactory replacement help is provided. The Company shall not be held responsible for any liability resulting from such a dismissal.

ARTICLE 7: DUES CHECK-OFF

7.01 The Company agrees, upon receipt of a written, voluntary and revocable authorization signed by any employee, to withhold a stated amount to be determined by the Union.

7.02 Such amount will be determined by Union resolution, a certified copy of which will be remitted to the Company concerned.

7.03 This authorization will be revocable only after a written notice thereof has been given to the Company between the sixtieth (60th) day and thirtieth (30th) day preceding the termination date of any Agreement and will become effective only upon termination of any such Agreement.

7.04 The Company will remit monthly to the Local concerned the amounts so deducted by the fifteenth (15th) day of the month following.

7.05 In the event that the employee is absent due to sickness or disability and is on short term, long term disability or WCB coverage, the company is not required to remit union dues on behalf of the employee to the union.

ARTICLE 8: HIRING

8.01 The parties to this contract agree to continue their policy of no discrimination against any employee because of race, religion, creed, colour, age, sex, or national origin, in regards to employment advancement, working conditions, rates of pay, acceptance into Union membership or selection for apprentice openings. The company reserves the right to refuse employment to an employee hired after November 16th, 2015 if the applicant fails security clearance.

ARTICLE 9: APPRENTICES

9.01 The Company shall be entitled to engage apprentices to serve in its Bindery Departments. Prior to the engagement of apprentices the Company will discuss all such appointments with the Union.

9.02 Apprentices shall not be employed in any branch in which a Journeyman is not employed, unless the Union is unable to supply a Journeyman. No apprentice shall be permitted to work overtime unless a Journeyman in the same department is likewise employed or if a Journeyman is not available to work overtime.

9.03 APPRENTICESHIP PROGRESSION

Class 4	0
to	
Class 3	1 Year
to	
Class 2	1 Year
to	
Class 1	2 Years

9.04 RATIO OF APPRENTICES

Bindery Department - 1 Apprentice for each 3 Bindery #3 Journeymen or fraction thereof.

Bindery Department - 1 Apprentice for each 3 Bindery #1 Journeymen or fraction thereof.

It is agreed that, in the case of proven need, an additional apprentice may be indentured by mutual consent.

9.05 A committee comprised of two (2) journeyman operators and one (1) person from management will meet to determine the progress of the apprentice through the stages of learning. The apprentice will be graded upon the attitude, timeliness and professionalism as well as the technical skills required for the job. The intent of this process is to develop a more skilled worker with a healthy interest to succeed in the chosen

The committee will meet quarterly (90 days) intervals and provide an evaluation of the apprentice’s progress. The apprentice will receive two evaluations prior to the six month anniversary date of a wage increase for the apprentice as outlined in 14.05.

In a case where it is determined that the apprentice has shown no signs of progress, the employee will be made aware of the short coming in writing and the employee’s wage will be frozen until the desired improvement has been achieved.

ARTICLE 10: HOURS OF WORK

10.01 The hours of work for Classes 1 to 4 on the morning shift shall be 7 hours per day, Monday to Friday inclusive and for the afternoon shift it shall be 9 hours on Monday, Tuesday and Wednesday and only 8 hours on Thursday, except where mutual agreement has been reached by members of the department to change the hours. The hours of work for Postage Examiners and Packagers shall be 8 hours per day with a paid 15 minute break in both the first and second half’s of their shift and unpaid 30 minute lunch break.

10.02 When more than one shift is operated, only one of these shifts shall be deemed to be the day shift and any additional shift or shifts shall be deemed to be afternoon shift or night shifts.

10.03 Continental shift defined as follows:
SHIFT A – Twelve (12) hour shift from 6 am to 6 pm, Monday, Tuesday and Wednesday
SHIFT B – Twelve (12) hour shift from 6 am to 6 pm, Thursday, Friday and Saturday
SHIFT C – Twelve (12) hour shift from 6 pm to 6 am, Tuesday, Wednesday and Thursday
Continental shifts will be fixed for four (4) month terms to be posted for selection one month prior to cycle change. Shifts will be selected by seniority. A shift premium of \$2.00/hour will be paid for SHIFT C.

10.04 Except where mutually agreed, the Company will give at least twenty-four (24) hours’ notice of its intention to change employees from one shift to another.

10.05 Anyone working on the afternoon or night shift for three (3) shifts or more will receive the afternoon or night shift rate of pay for the entire week.

10.06 Provided sufficient notice is given and with the approval of the immediate supervisor, employees may exchange hours if there is no increase in cost to the Company.

ARTICLE 11: REDUCED SCHEDULE

11.01 Should conditions warrant a reduction of working hours, the Company and the Shop Steward shall designate the classifications affected, the number of hours per day and the number of hours per week available for the employees in the department.

11.02 Part-time employees shall be laid off in any affected department prior to commencement of reduced schedule.

11.03 Change of working schedule shall be limited to once change per calendar week. Return to normal shift shall not be considered a change of the purpose of this Article.

11.04 Overtime will be allowed on a reduced schedule as market conditions demand and will be assigned by the Company.

11.05 If the company declares that a reduced schedule is to be introduced it is required to provide the necessary hours of work to provide an income relative to 50 hours regular pay during a pay period for the classification that is affected. If the company is unable to do so, the employee must be laid off. Any employee who has been regularly employed in the same establishment for a period of six (6) months or more, and is working on the reduced schedule, and who is temporarily laid off because of continued lack of work, shall be given maximum notice possible of such layoff.

ARTICLE 12: CALL-IN AND REPORTING PAY

12.01 An employee who reports for work at the regular time and who has not previously been instructed not to so report to work, and is fit to work, shall be entitled to receive a full day's work or wages at the regular rate in lieu thereof, unless such employee, of his own accord, fails to complete a full day's work.

12.02 Any employee injured while working on the job and therefore unable to finish his day's work shall be paid for a full day.

12.03 An employee called back to work after completing a shift shall receive a call-back allowance of ten (\$10.00) dollars plus overtime pay for the hours worked. In addition, an employee on callback shall receive a minimum of one hour's pay at overtime rates unless the employee leaves work on his own volition after finishing the work he was called back to perform. In the latter case he will receive ten (\$10.00) dollars and overtime pay for the hours actually worked.

ARTICLE 13: DEDUCTIONS FOR LATE ARRIVALS

13.01 For purpose of computing overtime, an employee reporting late for work will be deemed to have started his normal shift at the actual time he begins work.

ARTICLE 14: WAGES

14.01 The minimum scale of wages to be paid to Journeymen employees covered by this contract shall be:

	Nov 16/15	Nov16/16	Nov 16/17
CLASS 1 - SENIOR BINDERY OPERATOR	\$29.64	\$30.08	\$30.53
CLASS 2 - BINDERY OPERATOR	\$23.78	\$24.14	\$24.50
CLASS 3 - SECURITY SMALL MACHINE OPERATOR	\$20.47	\$20.78	\$21.09
CLASS 3 - SMALL MACHINE OPERATOR	\$16.09	\$16.33	\$16.57
CLASS 4 - BINDERY WORKER	Provincial Minimum Wage		
POSTAGE EXAMINERS & PACKAGERS	\$19.23	\$19.52	\$19.81
LETTERPRESS Cylinder, Windmill and Kluge	\$26.64	\$27.04	\$27.45

CLASSIFICATION AND DEFINITIONS - FINISHING BINDERY

CLASS ONE SENIOR BINDERY OPERATOR	Must be able to set up and operate two or more pieces of major equipment.	Folder 25 x 38 and over Auto Cutter 40" wide and over Auto G.S.T. Auto Collator Auto Perfect Binder Auto 3 Knife Trimmer
CLASS TWO BINDERY OPERATOR	Must be able to set up and operate one or more pieces of major equipment.	Folder Auto Cutter Auto G.S.T. Auto Collator Auto Perfect Binder Auto 3 Knife Trimmer
CLASS THREE SECURITY SMALL MACHINE OPERATOR	Must be able to perform all tasks of class three small machine operator and be proficient enough to work in the Secure printing area.	Count, Audit, Package, Ship
CLASS THREE SMALL MACHINE OPERATOR	Must be able to set up and operate all pieces of minor equipment and perform hand operations, as defined in this classification as well as those small class four.	Drill, stitcher, punching, Round corner, Tipping, Perforator, tinning, Score, Small folder
CLASS FOUR BINDERY WORKER	Must perform hand operations, as defined.	Feeding automatic machines, Jogging, Slip Sheeting, Wrapping, Take-off, Bundling, Packing, Feeding a hand-fed machine, Padding, folding, counting, sorting, inserting, gathering, collating, gluing, stripping.

14.02 The rates mentioned in Article 14.01 are minimum rates only. The Union will not discriminate in any way against the Company for paying premium rates to employees who warrant them.

14.03 NIGHT SHIFT PREMIUM

All employees working on night shifts shall receive an amount over and above their regular hourly wage as shown below:

SHIFT PREMIUM

	Nov 16/15	Nov 16/16	Nov 16/17
- 1st night shift -	\$1.40/hour	\$1.40/hour	\$1.50/hour
- 2nd night shift -	\$1.50/hour	\$1.50/hour	\$1.70/hour
- SHIFT C - Continental shift -	\$2.00/hour		

14.04 RATE RETENTION

Each employee shall be classified in his classification as spelled out in the Collective Agreement (see Article 14.01). No reduction shall be made to his classified rate when he is transferred temporarily to any classification having a lower rate. If an employee is employed for one-half (1/2) shift or more in a classification which has a higher rate of pay he shall be paid the rate of the higher classification for that period. A journeyman transferred permanently to a lower rated classification shall receive the rate of that classification from the commencement of the first full pay period following his reassignment.

The Company shall be free to utilize employees covered by this contract elsewhere in the plant for temporary periods, providing there is not a reduction in the hourly rates of pay and provided there is not infringement on any other employee's standing.

Article 14:05 Apprentices serving their Apprenticeship as Class No. 3 will be paid and receive increases as follows:

At the start of Apprenticeship	70% of Jour./Bind #3 rate
After 3 months	75% of Jour./Bind #3 rate
After 6 months	80% of Jour./Bind #3 rate
After 9 months	90% of Jour./Bind #3 rate
After 12 months	100% of Jour./Bind #3 rate

Employees, after completing the one year apprenticeship in Class 3, maybe re-classified as an Apprentice Class 2 and must complete a further one (1) year as Apprentice Class No. 2 to qualify as a Class No.2 Journeyman.

During the one (1) year as Apprenticeship Class No. 2, the employee shall be paid and receive increases as follows:

At start of Apprenticeship	90% of the Jour./Bind. #2 rate
After 1/2 Year	95% of the Jour./Bind. #2 rate
After 1 Year	100% of the Jour./Bind. #2 rate

Employees after completing the one (1) year of Apprenticeship in Class No. 2, may be re-classified as an Apprentice Class No. 1 and must then complete a further two (2) years as Apprentice Class No. 1, to qualify as a Class No. 1 Journeyman.

During the two (2) years as Apprenticeship Class No. 1, the employee shall be paid and receive increases as follows:

At start of Apprenticeship	100% of the Jour./Bind. #2 rate
After 6 months	85% of the Jour./Bind #1 rate
After 12 months	90% of the Jour./Bind. #1 rate
After 18 months	95% of the Jour./Bind. #1 rate
After 24 months	100% of the Jour./Bind. #1 rate

Notwithstanding the foregoing, an employee may directly be re-classified upwards by mutual agreement between the Company and the Union.

Each percentage increase will be a percentage of whatever the Journeyman rate is on the effective date of the increment to the Apprentices.

14.06 A Class No. 3 Apprentice who moves upwards in Classification to Class No. 2 Apprentice and a Class No. 2 Apprentice who moves upwards in Classification to Class No. 1 Apprentice will receive full credit for time spent as a Class No. 3 or Class No. 2 Apprentice and such time will be credited towards his time as an Apprentice Class No. 2 and Class No.1. Progressions through classification shall be determined by job openings.

ARTICLE 15: RRSP

15.01 The Company shall provide a RRSP benefit equal to 4.5% (four and one-half percent) of the "basic rate" earned by each employee covered under this agreement. The term "basic day rate" as used herein shall mean the basic day rate of an employee in his classification, including leave of absence due to sickness or layoff, for as long as the employee's name is maintained on his employer's payroll, but excluding payment for over-time, premium, shift differentials or any periods of labour dispute while the employees are not working.

15.02 This amount shall be forwarded monthly to a mutually agreed carrier (at the time of signing is The Standard Life Assurance Company).

15.03 The funds will be vested in the employee's name and shall remain with the designated carrier for as long as the individual is employed by the Company. After that time, the former employee is entitled to access the accumulated funds to be utilized as allowed by Revenue Canada.

15.04 The employee will be allowed to make regular personal contributions through payroll deduction to the RRSP by providing written instructions to the Company accounting personnel.

15.05 The Company shall not be required to make a RRSP contribution on behalf of a new employee covered by the labour agreement until the employee has completed the probationary period of three (3) months of continuous service.

ARTICLE 16: OVERTIME

16.01 The employees recognize that customers' demands will, upon occasion, make overtime work necessary and overtime will be worked by mutual consent. The company will give, whenever possible 5 hours notice of such overtime work. Notwithstanding this, the Union recognizes the necessity of completing the printing or finishing processes and agrees that any employees beginning a manufacturing process, provided there is a reasonable expectation of finishing within the shift, will remain to the completion of that process, provided it does not exceed 30 minutes, as defined by the immediate supervisor. The company will not unfairly discriminate against any employee who from time to time, refuses to work over time.

16.02 Overtime rates shall be on the following basis:

- a) The employee shall receive one and one-half (1 1/2) times the hourly wage rate for hours worked in excess of the normal shift, up to but not including the thirteenth (13th) hour.
- b) The employee shall receive two (2) times the hourly wage rate for any time worked beyond time defined by 16.02 (a) above.
- c) For all work performed on a Statutory Holiday, an employee shall receive two (2) times his hourly wage rate plus his Holiday Pay.
- d) Overtime that is banked for future use must be used before the end of January in the following calendar year.

16.03 Overtime for employees on any shift shall be computed on the basis of actual hourly rate of wages paid to them for the shift on which they are actually working. For example: Employees working on a night shift are to be paid the night shift premium and the overtime rate for the night shift is to be computed on the higher rate.

16.04 All time worked on Saturday and Sunday (and on Friday, Saturday and Sunday in the case of the afternoon shift), unless otherwise agreed to between the Company and the Union, shall be considered in excess of the standard working hours and shall be paid at the rate of time and a half.

16.05 In the event an employee is required to work more than one shift in any twenty-four (24) hours he shall be paid normal overtime rates for the work performed on any such additional shifts.

In the event an employee is required to work two (2) consecutive shifts he shall be paid normal overtime rates for such work and will not be required to resume work until the time equal to a full shift has elapsed.

ARTICLE 17: STATUTORY HOLIDAYS

17.01 The following Statutory Holidays are to be observed and paid for by the Company:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

Statutory Holidays shall extend for a period of twenty-four (24) hours from the normal starting time of any shift.

17.02 When a Statutory Holiday falls on a Saturday or Sunday, either the Friday preceding or the Monday following the Holiday shall be given to the employees as a substitute day off with pay.

17.03 To qualify for Holiday Pay, an employee must, unless ill or excused by management, work or stand ready to work the regular work day following the day on which the Holiday is kept.

17.04 For the Night Shift workers the shift commencing on the Plant Holiday and continuing into the next day will be designated as the Plant Holiday Shift. It is further agreed that the Night Shift workers shall receive their night shift premium in such Holiday pay.

ARTICLE 18: VACATIONS

18.01 Each employee shall receive five (5) weeks' vacation with pay in advance, during each year, provided he shall have been employed in the Company for a period of twenty (20) years prior to July 1st of any year.

18.02 Each employee shall receive four (4) weeks' vacation with pay in advance, during each year, provided he shall have been employed in the Company for a period of nine (9) years prior to July 1st of any year.

18.03 Each employee shall receive three (3) weeks' vacation with pay in advance, during each year, provided he shall have been employed in the Company for a period of two (2) years prior to July 1st of any year. An employee hired after November 16, 2015 shall be entitled to three (3) weeks vacation with pay in advance, provided he shall have been employed in the Company for a period of four (4) years prior to July 1st of any year.

18.04 Each employee shall receive two (2) weeks' vacation with pay in advance, provided he shall have been employed in the Company for a period of one (1) year prior to July 1st of any year.

18.05 Each employee who has been employed in the Company less than one (1) year, shall receive vacation with pay in advance, on the basis of one (1) days vacation for each twenty-six (26) days of actual work to July 1.

18.06 Vacations as far as possible will be scheduled at times most desirable to the employees. However, vacation periods shall be designated by the Company, provided the Company gives a minimum of fourteen (14) days' notice prior to vacation unless mutually agreeable between the Company and employees.

18.07 For those who receive three (3) weeks' vacation, it is understood that three (3) of the weeks will be continuous unless the employee would like otherwise. For those who receive four (4) weeks' vacation, it is understood that three (3) of the weeks will be continuous. The timing of the fourth week's vacation will be left to the discretion of the management.

18.08 A vacation due an employee in any calendar year must be taken in that calendar year unless mutually agreeable between Company and employee.

18.09 If a Holiday falls within an employee's vacation period the employee's vacation shall be extended for another day with pay, unless mutually agreeable.

18.10 The Night Shift Premium paid to regular night shift workers shall be included in vacation pay for night shift workers.

18.11 If the employment of an employee is terminated, his pay will be adjusted by the amount of vacation credits earned or owed based on July 1st anniversary date and date of termination.

ARTICLE 19: WELFARE

19.01 The Company agrees to pay a maximum of \$393.49 per month per employee on a pooled basis, to a mutually agreed health care supplier. A meeting will be held between the Union and the Company if the Alberta Government re-instates the Alberta Health Care Premium or similar levy that will affect the cost of the Welfare Plan.

19.02 The Company will remit monthly to the Welfare Plan the amounts as stated above not later than the 15th day of the month following.

19.03 The Company shall not be required to make Welfare contribution on behalf of a new employee covered by the labour agreement until the employee has completed the probationary period of three (3) months continuous service.

19.04 It is agreed that the full E.I. premium reduction including the employee's 5/12th share will be retained by the employer.

19.05 It is agreed that the life insurance coverage will be at one and one half times (1.5x) the basic rate of the employee.

19.06 It is agreed that the Short Term Disability and Long Term Disability portions of the remittance to the health care supplier will be done in a manner to allow the employee to receive a tax-free benefit at the time of claim as currently allowed by Revenue Canada.

ARTICLE 20: LONG TERM DISABILITY

See Article 19.06

ARTICLE 21: BEREAVEMENT

21.01 A regular employee who is absent from his scheduled work because of the death of a family member, which shall consist of spouse, children, parents, grandparent, grand parent-in-law, brother or sister, shall be granted four (4) days paid bereavement to be taken at the employee's discretion. Additional time to grieve or to attend to family matters will be taken at no cost to the Company.

ARTICLE 22: JURY SERVICE

22.01 Any employee required to serve on or appear for Jury Duty or as a Crown witness shall receive from the Company the difference between his jury or witness pay and his regular pay. When presence is not required in Court, the employee shall report for work.

ARTICLE 23: SEVERANCE PAY

23.01 In the event of permanent layoffs for reasons other than termination with cause, all employees who lose employment with the Company, shall receive severance pay which shall include all entitlements as outlined under Employment Standards Code of Alberta.

ARTICLE 24: TECHNOLOGICAL DEVELOPMENTS

24.01 The parties recognize that technological developments, if they are to further the continued growth of the graphic arts industry, place a responsibility upon the Company to explore and promote new markets, and require the co-operation of the Company and the Union in the development of new skills.

24.02 In order to insure the order and most advantageous introduction of new types of equipment and new processes, the parties agree to meet upon request of either party to consider and develop programs for the retraining or rehabilitation of employees in new skills required so as to avoid, if possible, layoffs resulting from the introduction of new types of equipment or new processes.

ARTICLE 27: NEW MACHINES OR PROCESSES

27.01 The Company agrees that in the event of the installation of new or improved machines or processes for work covered in the Jurisdiction clause of this contract, such machines or processes must be operated by employees covered under this contract and under a scale of wages and conditions of work agreed upon by a Joint Committee equally represented by the Company and the Union.

27.02 In the event that agreement cannot be reached by the Joint Committee within sixty (60) days from the beginning of operation of such machines or processes, the matter shall be referred to the Grievance Procedure (Article 37.02). The wages when adopted shall be retroactive to the date of the re-classification of the employee to such equipment or process.

ARTICLE 28 – MACHINE COMPLIMENTS

28.01

	Operator	Machine Stacker		Helper
STITCHER				
Up to 2 pockets and cover feeder	1			
Up to 6 pockets and cover feeder	1	1	or	1
PERFECT BINDER				
Up to 3 pockets and cover feeder	1	-		1
Up to 6 pockets and cover feeder	1	-		2
Up to 10 pockets and cover feeder	1	-		3

These minimum staffing levels shall be subject to reasonable production expectations

ARTICLE 29: IDENTIFICATION OF WORK

29.01 The Union Label is the exclusive property of the UNIFOR LOCAL 191 and its use is authorized only by the express direction and consent of the UNIFOR upon execution of and compliance with the standard Union Label License Agreement.

ARTICLE 30: SUBCONTRACTING

30.01 The Company agrees that no work destined for this plant, will be subcontracted, which this plant can do in an economical manner, while there is any slow-time among the employees doing such work in the plant.

ARTICLE 31: TRADE PRACTICES

31.01 The Company agrees, whenever possible, to use only the services of those Companies which observe the wages, hour and economic conditions of employment established by Labour Unions having jurisdiction over the type of service performed.

31.02 Upon request by the Shop Delegate, the Company will advise him of the source of any work brought into the plant from the outside. Such request shall not interfere with the normal production of the plant.

ARTICLE 32: PIECEWORK AND BONUS

32.01 It is agreed by the Company that there shall be no piece work inaugurated in relation to the permanent employees governed by this contract, but that arrangements are permitted by mutual consent with respect to special temporary jobs carried out by extra employees hired for the particular job.

ARTICLE 33: DEFAULT OF PAYMENT

33.01 In the event that the Company is in default of any payment which is to be made to the Union under the terms of this Collective Agreement, the Company agrees to bear the cost of collecting such monies including those legal fees directly involved in such collection. It is further agreed that such accounts shall bear one (1) percent per month penalty until they are paid.

ARTICLE 34: UNION ACCESS TO PLANT

34.01 It is agreed that the Union Representative shall have access to the plant by specific permission of the management.

34.02 The Union agrees not to transact any business of the Union on the Company's time other than as permitted by the Company.

ARTICLE 35: LAYOFF AND DISCHARGE

35.01 No employee may be disciplined or discharged except for just cause.

35.02 Before the discipline or discharge of a shop delegate or an officer of the Local, the Company must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Company and to call in the International for this purpose when an Officer of the Local is involved. In the event of the discharge of such an employee, the Company shall simultaneously furnish reason for such discharge in writing.

35.03 In the event of a layoff for less than fifteen (15) consecutive days an employee shall be considered an employee of the Company for all purposes except payment of wages.

35.04 Any employee who has been regularly employed in the same establishment for a period of six (6) months or more and who is permanently separated from employment because of lack of work, job obsolescence or similar reasons, shall be given notice or pay in lieu thereof, equal to the time elapsing between pay periods.

35.05 An employee must give at least one (1) week's notice of termination and when he does so, shall be allowed to complete that week or be awarded a weeks' pay in lieu thereof.

35.06 Layoffs will be on the basis of last employed in the department in each classification provided the remaining employees can perform the work available. Rehiring will be done in the reverse order of the layoffs.

35.07 When an employee is receiving a written letter of discipline, the employee will be allowed to have Union representation in attendance if desired.

35.08 If an employee is discharged for any reason the Employer will inform the Union and will, at the request of the Union, provide the reason for discharge in writing within forty-eight (48) hours of such request.

35.09 Any written disciplinary document must be entered into the employee's personnel file.

35.10 All employees shall, by appointment only, have access to view disciplinary documents in their personnel file. Upon request, the employee will be provided copies of the disciplinary documents.

35.11 It is agreed that the Postage Examiner and Packager positions in the Postage Finishing Department shall exist as a separate seniority area and as such no rights or entitlements are transferable to the other departments or from other departments to it. All other terms and conditions of the Collective Agreement shall apply.

35.12 After formal amalgamation of Unicom Graphics and McAra Printing, all Unicom employees will retain their years of service and be accorded the rights of their seniority within this contract. Upon ratification, a one-time recognition payment will occur to all McAra employees of \$500 for service recognition. If service is equal, preference will be given to McAra employee.

ARTICLE 36: SHOP DELEGATES

36.01 The name of the Shop Delegate(s) shall be supplied to the Company and the Company shall be notified of any change thereafter.

36.02 The Company recognizes the Shop Delegate(s) as the initial contact pertaining to official Union matters and shall not discriminate against him for performing such duties, see Article 34.02.

36.03 A shop delegate does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local President, Local representative or the Local Executive Board.

ARTICLE 37: GRIEVANCE AND ARBITRATION

37.01 Any dispute under this contract or any difference involving interpretation of this contract shall first be taken up between the Shop Delegate or Shop Committee and the Management. In the event of failure to adjust the matter in dispute within five (5) working days, the Officials of the Local Union shall be called in to seek an amicable adjustment of the difference.

37.02 Should no settlement of the dispute be reached between the last mentioned parties within five (5) working days, the matter shall be referred to an arbitrator mutually agreed upon between the two parties. If there is failure to agree upon an arbitrator within five (5) working days, then the Labour Department of the Province of Alberta involved shall be requested to name an arbitrator.

37.03 The decision of the arbitrator shall be final and binding upon both parties.

37.04 Any cost relative to the arbitrator shall be borne equally by both parties.

37.05 Working and other conditions prevailing immediately prior to the action that initiates the dispute shall be preserved unchanged until a decision has been rendered.

37.06 It is agreed that a demotion, suspension, dismissal or any other disciplinary measure may be the object of a grievance. In such cases the arbitrator may, if he deems it just and equitable annul, modify or sustain such decisions and/or the re-payment in whole or in part of any losses sustained by the employee.

ARTICLE 38: STRUCK WORK

38.01 The Company agrees that it will not knowingly render production assistance to any employer, any of whose plant is currently being legally struck by any Local of UNIFOR, or where members of any such Local or the national union are legally locked out, by requiring the employees covered by this contract to handle any work farmed out directly or indirectly by such employer, other than work which the Company herein customarily has performed for the employer involved in such strike or lockout.

38.02 The Union reserves the right to refuse to execute any work received from or destined for any shop which has been legally struck by members of the UNIFOR other than work which the Company herein customarily has performed for the employer involved in such strike.

38.03 The Union and its members, individually and collectively, agree that during the term of this Agreement, or while negotiations are under way for the renewal or extension of this Agreement, they will not cause, support, encourage, condone or engage in a strike, slowdown, or other activity designed to restrict or limit production. The Company agrees with the Union that during the term of this Agreement, or while negotiations are under way for renewal or extension of this Agreement, they will not lockout any employee covered in this Agreement. The Union and its members further agree that they will not involve any of the employees of the Company or the Company itself in any dispute which may arise between any other employer and his employees and without limiting the generality of the foregoing, the Union and its members agree not to engage in any sympathetic strike.

ARTICLE 39: INDIVIDUAL RIGHTS OF EMPLOYEE

39.01 It is further stipulated that the Union reserves to themselves and their members the right to refuse to execute work of the type described in Article 38.

39.02 The Company agrees that it will not discharge, discipline or discriminate against any employee because such employee refuses to handle any work of the type described in Article 38.

ARTICLE 40: PICKET LINES

40.01 Notwithstanding any other provisions of this contract, the failure or refusal of any employee to pass through or work behind any picket line legally established at this plant by UNIFOR shall not be deemed a breach of this contract and the Company shall not discharge, discipline or otherwise discriminate against any such employee.

ARTICLE 41: SEPARABILITY

41.01 Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

41.02 The parties to this Agreement recognize that the terms of this contract are subject to the provisions of the Labour Laws of the Province of Alberta.

ARTICLE 42: AGREEMENT CONTINUITY

42.01 The Company agrees that it shall give written notice of this contract and all of its clauses contained herein to any prospective purchases, transferee, lessee or assignee. A copy of such written notice shall be furnished to the Union not less than ten (10) days prior to the effective date of sale, transfer, lease or assignment.

ARTICLE 43: EXTENSION OF CONTRACT

43.01 In the event that upon the termination date of this contract as set forth in Article 48, the parties have failed to reach an understanding with respect to a new contract, the parties by mutual consent may continue to work under this contract.

ARTICLE 44: CONCILIATION

44.01 Should negotiations go beyond the 15th day of November in any subsequent year following the life of this contract, after amendments have properly been submitted, then conciliation proceedings may be started immediately thereafter.

ARTICLE 46: SANITATION AND SAFETY

46.01 The Company will continue to make all reasonable provisions for the safety and health of its employees during working hours. The Union agrees that it will co-operate in the enforcement of safety rules and other Company regulations concerning safety and sanitation.

46.02 Whenever accident risk machinery is being operated, at least two (2) people shall be present within sight or hearing of each other so that in the case of an accident, adequate rescue and first aid measures can be provided.

46.03 The plant shall be kept in a clean, well ventilated and sanitary condition in compliance with applicable Provincial Legislation and the employees shall co-operate with the Company in this regard.

46.04 When new chemicals are introduced into a department or plant, such chemical, if not previously tested and proven to be non-injurious to the employees, shall upon request be submitted to the Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the employees within the department or plant. Both parties to this agreement shall accept such confirmation or other recommendation by the Research Council or Workers' Compensation Board.

ARTICLE 47: LABOUR MANAGEMENT COMMITTEE

47.01 A Committee equally representative of the Company and the Union, and known as the Labour Management Committee, shall be established under this agreement. This committee shall choose its own officers, and meet at stated intervals, to be determined by the committee, for the purpose of developing teamwork in the plant and discussing such other matters which the committee considers essential to the general welfare of the plant. This committee shall not handle grievances or engage in the settlement of disputes arising under the terms of this agreement. The Company agrees to consult with the Union in all matters and policies which affect the members of the Union.

ARTICLE 48: DURATION OF CONTRACT

48.01 This contract shall be effective as of the 16th day of November 2015 until the 15th day of November 2018 and thereafter from year to year, unless at least ninety (90) days prior to the anniversary date, written notice is given by either party to the other that the contract is to be terminated or amended.

IN WITNESS WHEREOF we have affixed our hands on this _____ day of November 2015.

McARA PRINTING

UNIFOR LOCAL 191

For the Company

for the Union

For the Company

For the Union

For the Union

Date: _____

Date: _____